

Exhibit A

Land Deed

*This Instrument Prepared By
And Upon recording return to:*

JONES WALKER LLP
Clay A. Lanham
11 North Water Street, Suite 1200
Mobile, Alabama 36602

LIMITED WARRANTY DEED

STATE OF ALABAMA COUNTY OF MOBILE

KNOW ALL MEN BY THESE PRESENTS, that EPIC ALABAMA MARITIME ASSETS, LLC, a Delaware limited liability company (“**Grantor**”), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged to have been paid to Grantor by AUSTAL USA, LLC, an Alabama limited liability company (“**Grantee**”), does, subject to the matters and exceptions hereinbelow set forth, hereby GRANT, BARGAIN, SELL and CONVEY unto Grantee, and its successors and assigns forever, the following described real property, situated in Mobile County, State of Alabama, (the “**Land**”), as more particularly described in **EXHIBIT “A”** attached hereto and by this reference made a part hereof.

TOGETHER WITH all improvements located thereon, but expressly excluding improvements and structures owned by any tenant or other third party (“**Improvements**”), without warranty, all and singular the rights, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in anywise appertaining thereto, and without warranty, all right, title, and interest of Grantor, if any, in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining such Land (the foregoing, together with the Land, are herein referred to as the “**Property**”), subject only to those matters set forth and described on **EXHIBIT “B”** attached hereto and by this reference made a part hereof (herein collectively referred to as the “**Permitted Exceptions**”).

TO HAVE AND TO HOLD the same unto Grantee, and its successors and assigns forever.

And, except as to the matters, exceptions and easements herein set forth, Grantor, hereby covenants with Grantee, and its successors and assigns, that Grantor is seized of an indefeasible estate in fee simple in the Property, that the Property is free and clear of all encumbrances except as noted above, that Grantor has good right to sell and convey the Property, and Grantor, does hereby WARRANT and will forever DEFEND the title to the Property unto Grantee, and its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise.

[signature page follows]

IN WITNESS WHEREOF, the said Grantor has executed this deed this the 31 day of March, 2023.

GRANTOR:

EPIC ALABAMA MARITIME ASSETS, LLC
A Delaware limited liability company


By: 
JOHN HERREN
Its Authorized Signatory

STATE OF LOUISIANA)
PARISH OF NEW ORLEANS)

I, the undersigned Notary Public in and for said County/Parish in said State, hereby certify that JOHN HERREN, whose name as authorized signatory of EPIC ALABAMA MARITIME ASSETS, LLC, a Delaware limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer of the company and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the 31st day of March, 2023.

[SEAL]


NOTARY PUBLIC
My Commission Expires: at death

H. HUNTER JOHNSTON
NOTARY PUBLIC
State of Louisiana
My Commission Is Issued For Life
LA Bar Roll No. 40410
Notary ID No. 193111

EXHIBIT A

Legal Description

Lots 1 and 3 as shown on the subdivision plat of Pinto Island Industrial Park recorded on March 30, 2023 as Instrument # 2023019114 in the public records of the Office of the Judge of Probate of Mobile County, Alabama.

EXHIBIT BPermitted Exceptions

1. [Deleted]
2. Taxes and assessments for the year 2023 due and payable and subsequent years, not yet due and payable.
3. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings; whether or not shown by the records of such agency or by the Public Records.
4. [Deleted]
5. [Deleted]
6. [Deleted]
7. [Deleted]
8. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.
9. [Deleted]
10. [Deleted]
11. [Deleted]
12. Right of way granted the State of Alabama by Alabama Dry Dock & Shipbuilding Company by instrument dated December 31, 1946 and recorded in Deed Book 418, Page 624.
13. [Deleted].
14. Right of way granted Alabama State Docks Department by Alabama Dry Dock & Shipbuilding Company, by instrument dated May 22, 1962 and recorded in Real Property Book 345, Page 45.

15. Easement granted the State of Alabama by Alabama Dry Dock & Shipbuilding Company, by instrument dated January 25, 1962 and recorded in Real Property Book 345, Page 49.
16. Easement granted Mobile Gas Service Corporation by instrument dated May 14, 1970 and recorded in Real Property Book 968, Page 779.
17. Easement granted the Board of Water and Sewer Commissioners of the City of Mobile by instrument dated February 7, 1973 and recorded in Real Property Book 1227, Page 233.
18. Easement granted Bellsouth Telecommunications, Inc. by instrument dated February 28, 1996 and recorded in Real Property Book 4377, Page 25.
19. Easement granted the Board of Water and Sewer Commissioners of the City of Mobile by instrument dated May 26, 2004 and recorded in Real Property Book 5626, Page 306.
20. Waterline Easement granted Alabama State Port Authority, an agency of the State of Alabama, by Atlantic Alabama Property Holding Company, L.L.C., by instrument dated March 9, 2009 and recorded on March 16, 2009 in Real Property Book 6506, Page 232.
21. Reservations, restrictions, easements and maintenance agreements contained in deed from Atlantic Alabama Property Holding Company, LLC to Alabama State Port Authority dated July 5, 2007 and recorded in Real Property Book 6216, Page 210 which was corrected by Correction Deed dated August 20, 2007 and recorded in Real Property Book 6247, Page 1452.
22. Declaration of Covenants, Conditions, and Restrictions recorded at Book 6677, Page 446.
23. Easement granted to Alabama Power Company recorded at Book 6202, Page 468.
24. Boundary Line Agreement entered into between Mobile Real Property Holdings, LLC and BAE Systems SSY Alabama Property Holdings, LLC f/k/a Atlantic Alabama Property Holding Company, LLC recorded on May 19, 2011 at Book: 6779, Page 1252.
25. Easement from BAE Systems SSY Alabama Property Holdings LLC to Alabama Power Company recorded on March 14, 2016 at Book: LR7357, Page: 108.
26. Right of Way deed from Epic Alabama Maritime Assets, LLC to City of Mobile dated November 26, 2019 and recorded on December 17, 2019 as Instrument No. 2019073064.
27. All matters shown on the subdivision plat of Pinto Island Industrial Park recorded on March 30, 2023 as Instrument # 2023019114.
28. Mutual Access and Utility Easement Agreement between Epic Alabama Maritime Assets, LLC and Austal USA, LLC dated April 17, 2023 and recorded on April , 2023 as Instrument No. .

29. Unrecorded lease dated April 17, 2023 between Austal USA, LLC, as landlord, and Alabama Shipyard, LLC, as tenant.

NOTE: All recording references in this deed are to the public records in the Office of the Judge of Probate of Mobile County, Alabama.

Real Estate Sales Validation Form*This Document must be filed in accordance with Code of Alabama 1975, Section 40-22-1*

Grantor's Name EPIC Alabama Maritime Assets, LLC
 Mailing Address 660 Dunlap Drive
Mobile, AL 36602

Grantee's Name Austual USA, LLC
 Mailing Address 100 Austal Way
Mobile, AL 36602

Property Address Lot 1 and 3
Pinto Island Industrial Park
Mobile, AL 36602

Date of Sale April 17, 2023
 Total Purchase Price \$ 32,500,000.00

or
 Actual Value \$

or
 Assessor's Market Value \$

The purchase price or actual value claimed on this form can be verified in the following documentary evidence: (check one) (Recordation of documentary evidence is not required)

☐ Bill of Sale ☐ Appraisal
☐ Sales Contract ☐ Other
☒ Closing Statement

If the conveyance document presented for recordation contains all of the required information referenced above, the filing of this form is not required.

Instructions

Grantor's name and mailing address - provide the name of the person or persons conveying interest to property and their current mailing address.

Grantee's name and mailing address - provide the name of the person or persons to whom interest to property is being conveyed.

Property address - the physical address of the property being conveyed, if available.

Date of Sale - the date on which interest to the property was conveyed.

Total purchase price - the total amount paid for the purchase of the property, both real and personal, being conveyed by the instrument offered for record.

Actual value - if the property is not being sold, the true value of the property, both real and personal, being conveyed by the instrument offered for record. This may be evidenced by an appraisal conducted by a licensed appraiser or the assessor's current market value.

If no proof is provided and the value must be determined, the current estimate of fair market value, excluding current use valuation, of the property as determined by the local official charged with the responsibility of valuing property for property tax purposes will be used and the taxpayer will be penalized pursuant to Code of Alabama 1975 § 40-22-1 (h).

I attest, to the best of my knowledge and belief that the information contained in this document is true and accurate. I further understand that any false statements claimed on this form may result in the imposition of the penalty indicated in Code of Alabama 1975 § 40-22-1 (h).

Date 04/17/2023

Print Clay A. Lanham

☐ Unattested

(verified by)

Sign

(Grantor/Grantee/Owner/Agent) circle one